properly indorsed before the carrier is justified in making delivery. The authorities are numerous and all in accord. Railroad Co. *v.* Bank, 137 Ga. 391, 73 S. E. 637; Stone *v.* Swift, 4 Pick. (Mass.) 389, 16 Am. Dec. 349; Douglas *v.* Bank, 86 Ky. 176, 5 S. W. 420, 9 Am. St. Rep. 276; 1 Hutch. on Carriers, § 177. Michie on Carriers, § 530, says: 'A carrier of property, which by the terms of the bill of lading is deliverable to the shipper's order, is liable for its value to the true owner, if he delivers the property to the consignee or any one else without order.'"

Banks and Banking—Misappropriation of Trust Funds—Liability of Bank—United States, etc., Co. v. Union Bank, etc., Co., 228 Fed. 448.—In the principal case it was held that where trust funds are deposited in a bank which has knowledge of their character, the bank becomes liable in equity to the beneficiaries of the trust if it obtains payment of a debt from the depositor personally to itself from the deposit, or affirmatively and intentionally aids him in wrongfully appropriating any part of the funds to his own debts.

The court in deciding this point said: "We think this proposition follows from the decision in Bank *v.* Insurance Co., 104 U. S. 54, 26 L. Ed. 693. True, in that case, Mr. Justice Matthews called attention to the fact that the court was not dealing with a voluntary application of the fund by the check of the depositor, but with an attempt to enforce a banker's lien; but we do not see a controlling distinction between the two situations, as the former has developed in this case. Once admitting that the fund belongs in equity to the beneficiary and that the bank knows this, it seems clear that the bank can get no better right against the real owner from the fact that the depositor, trustee, colludes with the bank in the wrongful application."

It was further held that the bank is not relieved from such liability on account of money received on its own debt by the fact that the depositor had funds of his own mingled in the deposit, but accepts the payment as its peril of having to refund if the trust deposit is thereby depleted. The judge said: "this is the teaching, though not the holding, of the case in 104 U. S."

The court also decided that the bank, in such a case, is not protected from liability by the fact that the money of numerous beneficiaries is mingled in the deposits, which is added to from many sources and drawn against for many purposes until the identity of each owner's part is lost. The amount wrongfully taken from the fund must stand to the beneficiaries in the same relation as the remainder does, and the liability is to them as a class; and where there is no right of preference between them, and in the absence of clear proof that the money of any particular owner remains, they are entitled to share pro rata in the fund remaining and in such money as may be recovered.

The principal case further held that if the beneficiaries in such fund, instead of pursuing the right of action against the bank, recover their loss from the surety upon the official bond, the right to bring the action against the bank passes to the surety under the general principles of subrogation and by what amounts to an equitable assignment. Travelers' Co. *v.* Gt. Lakes Co. (C. C. A. 6) 184 Fed. 426, 107 C. C. A. 20, 36 L. R. A. (N. S.) 60; American Co. *v.* National Bank, 97 Md. 598, 55 Atl. 395, 99 Am. St. Rep. 466.

Contempt—Obstructing Justice—Newspaper Publication Pending Proceeding—In re Independent Pub. Co., 228 Fed. 787.—The court in the principal case held that where a newspaper article, concerning a person on trial for felony, was read by jurors and made the discharge of the jury necessary, its publication was punishable as a contempt, though there was no willful intent to obstruct justice, the intent to publish the article being all the willful intent necessary, as the publishers knew the trial was on, that the article would probably be read by jury and judge, and that its probable consequence would be the obstruction of the administration of justice.

The court used the following language: "Respondents further contend that the publication being without 'willful intent' to obstruct justice, is not contemptuous. But they or those for whom they must respond, whose acts are their acts, knew the trial was on, and intended to and voluntarily did publish the article, and that is all the willful intent necessary in any case. 'If a man intentionally adopts certain conduct in certain circumstances known to him, and that conduct is forbidden by the law under those circumstances, he intentionally breaks the law in the only sense in which the law ever considers intent.' Ellis *v.* United States, 206 U. S. 257, 27 Sup. Ct. 602, 51 L. Ed. 1047, 11 Ann. Cas. 589. Doubtless nothing was intended but a 'good story' for general circulation, but they knew the circumstances; that the trial was on; that the article would probably be read by jury and judge; and they knew the probable consequences, obstruction of the administration of justice, and an accounting by the responsible publishers. In the like case of Newspaper Co. *v.* Com., 188 Mass. 449, 74 N. E. 682, 3 Ann. Cas. 761, it is accordingly held that intent to publish is alone material, though lack of intent to thereby obstruct justice may be considered in mitigation of punishment. If the article was true and not only believed true, it is neither defense nor mitigation. 'A publication likely to reach the eyes of a jury * * * would be none the less a contempt that it was true. It would tend to obstruct the administration of justice, because even a correct conclusion is not to be reached or helped in that way, if our system of trials is to be maintained. The theory of our system is that the conclusions to be reached in a case will be induced only by evidence and argument in open court, and not by